

ORDINANCE No. 120863

COUNCIL BILL No. 114231

*Richard Conlin*

The City of Seattle--Legislative I

REPORT OF COMMITTEE

Honorable President:

Your Committee on 7/14/02 Transportation

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully recommend that

Passed 2-0 yes Conlin, McJ  
1 abstention WTB

7-22-02 Passed 9-0

COMPTROLLER FILE No. \_\_\_\_\_

Introduced: JUL - 8 2002	By: CONLIN
Referred: JUL - 8 2002	To: TRANSPORTATION
Referred:	To:
Referred:	To:
Reported: 7-22-02	Second Reading:
Third Reading: 7-22-02	Signed: 7-22-02
Presented to Mayor: 7-23-02	Approved: 7/31/02
Returned to City Clerk: 7/31/02	Published: Full bfp
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

~~Law Department~~

*[Signature]*

Committee Chair

Richard Conlin R. Conlin

The City of Seattle--Legislative Department

Date Reported  
and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on 7/14/02 Transportation

to which was referred the within Council Bill No. \_\_\_\_\_  
report that we have considered the same and respectfully recommend that the same:

Passed 2-0 yes Conlin, McIver  
1 abstention Wills

7-22-02 Passed 9-0

Legislative Department

[Signature]

Committee Chair

7/16/02

Senior  
Council  
Full Text loaded  
fiscal note  
Attachments A, B, C, D  
C&D maps  
Check OK

ORDINANCE 120863

AN ORDINANCE vacating portions of Broad Street, 8<sup>th</sup> Avenue North, 9<sup>th</sup> Avenue North, and the connecting ramp between Broad & Mercer, and reserving and granting easements and covenants for utilities, including retaining wall maintenance and sewer (Clerk File 304813).

WHEREAS, the South Lake Union Neighborhood Plan, approved by City Council in March 1999, calls for the redevelopment of City properties in the Mercer Corridor area; and

WHEREAS, in December 1999 the City Council passed Resolution 30080, laying out numerous public objectives for the disposition and subsequent redevelopment of City-owned properties in the South Lake Union area and recognizing that redevelopment of those properties is a high priority to provide a gateway to the City and to catalyze economic development and revitalization in the area; and

WHEREAS, Resolution 30080 also includes objectives for optimizing monetary return and tax revenues to the City; and

WHEREAS, on June 25, 2001, Council passed Ordinance 12041, which authorized the sale of eight City-owned parcels in the South Lake Union area in accordance with the terms and conditions of a Purchase and Sale Agreement; and

WHEREAS, the Purchase and Sale Agreement, signed by The City of Seattle and City Investors Inc. on May 18, 2001, includes the contingent sale of the property to be vacated, which is contiguous with one of the parcels sold thereunder; and

WHEREAS, the Purchase and Sale Agreement also sets the unit value for the property to be vacated, and therefore there is no separate appraisal for its vacation; and

WHEREAS, the Purchase and Sale Agreement binds City Investors Inc. to purchase the property once it has been vacated and to pay adequate compensation for the property; and

WHEREAS, the City Council initiated the petition (Clerk File 304813) for the vacation of this property, being portions of Broad Street, 8<sup>th</sup> Avenue North, 9<sup>th</sup> Avenue North, and the connecting ramp between Broad & Mercer, as therein described and herein amended per Council condition number 2; and

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
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1 WHEREAS, following a public hearing on said petition, which commenced on September 7,  
2 2001, said petition was granted; NOW, THEREFORE,

3 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

4 Section 1. That those portions of Broad Street and 9<sup>th</sup> Avenue North (being portions of  
5 Lots 1, 2, 3, and 6, Block 1, and Lots 1, 2 and 8, Block 2, Eden Addition to the City of Seattle,  
6 according to the Plat thereof recorded in Volume 1 of Plats, page 61-A, records of King County,  
7 Washington, and portions of Lots 1 and 2, Block 79, Lake Union Shorelands, filed in the Office  
8 of the Commissioner of Public Lands at Olympia, Washington, July 1, 1907), acquired for street  
9 purposes pursuant to City of Seattle Ordinances 84452, 88109, and 88784, and portions of 8<sup>th</sup>  
10 Avenue North as platted in said Eden Addition, lying north of the north margin of Mercer Street  
11 and lying between the following described Lines 'A' and 'B':

12 Line 'A':

13 Beginning at a point on the south line of Lot 8, Block 2, said Eden Addition, which lies 11.48  
14 feet west of the southeast corner thereof (said south line being also the north margin of Mercer  
15 Street);

16 Thence northeasterly to a point on the east line of said Lot 8 which lies 7 feet north of said  
17 southeast corner;

18 Thence northeasterly to a point on the east line of Lot 2, Block 2 which lies 85 feet north of the  
19 southeast corner of Lot 1, said Block 2 (said east line being also the west margin of that portion  
20 of 8<sup>th</sup> Avenue North vacated by City of Seattle Ordinance 89653);  
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Karen Tsao/ET  
BroadROWOrd.doc  
June 24, 2002  
version 4

1 Thence northeasterly to a point on the west line of Lot 6, Block 1, said plat which lies 132.87 feet  
2 north of the southwest corner of Lot 8, said Block 1 (said west line being also the east margin of  
3 said vacated 8<sup>th</sup> Avenue North);

4 Thence northeasterly a distance of 29.20 feet to a point on a line parallel with and 98.17 feet  
5 south from, as measured perpendicular to, the north line of said Block 1 (being also the south  
6 margin of Roy Street);

7 Thence easterly along said parallel line to a point on a line which lies 32 feet west of the east line  
8 of the west half of said Lot 6, as measured perpendicular thereto;

9 Thence southerly along said last described line (32 feet east of and parallel with the east line of  
10 the west half of Lot 6) 21.83 feet to the south line of Lot 6;

11 Thence easterly along the south line of Lots 6 and 3, said Block 1, to a point which lies 33 feet  
12 east of the west line of Lots 1, 2 and 3, said Block 1;

13 Thence southerly along a line, parallel with and 33 feet from, as measured perpendicular to, said  
14 west lot lines a distance of 107.10 feet;

15 Thence southwesterly to the southwest corner of said Lot 1, Block 1 (lying also on the north  
16 margin of Mercer Street) and the terminus of Line 'A'.

17 Line 'B':

18 Beginning at a point on the south line of Lot 8, Block 2, said Eden Addition, which lies 79.64  
19 feet east of the southwest corner thereof (said southwest corner being also the intersection of the  
20 easterly margin of Dexter Avenue North and the northerly margin of Mercer Street);

21 Thence north 35°15'18" east, a distance of 38.92 feet;

22 Thence north 58°56'02" east, a distance of 9.05 feet;

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version 4

1 Thence north 29°33'51" west, a distance of 7.51 feet to the beginning of a non-tangent curve to  
2 the right, having a radius of 1,338.00 feet, and having a radial bearing of north 27°08'07" west to  
3 said beginning of curve

4 Thence along said curve, through a central angle of 07°05'26", an arc distance of 165.58 feet to  
5 the beginning of another non-tangent curve to the right having a radius of 956.22 feet, and having  
6 a radial bearing of north 20°36'55" west to said beginning of curve;  
7

8 Thence along said curve, through a central angle of 06°10'27", an arc distance of 103.04 feet to  
9 the beginning of another non-tangent curve to the right having a radius of 501.24 feet, and having  
10 a radial bearing of north 13°21'39" west to said beginning of curve;  
11

12 Thence along said curve through a central angle of 03°07'36", an arc distance of 27.35 feet;

13 Thence north 80°52'37" east, a distance of 15.88 feet to the beginning of a non-tangent curve to  
14 the right having a radius of 379.17 feet and having a radial bearing of north 08°47'16" west to  
15 said beginning of curve;  
16

17 Thence along said curve, through a central angle of 08°39'25", an arc distance of 57.29 feet to the  
18 beginning of another non-tangent curve to the right having a radius of 140.00 feet, and having a  
19 radial bearing of north 03°46'09" east to said beginning of curve;

20 Thence along said curve, through a central angle of 36°51'30", an arc distance of 90.06 feet to the  
21 beginning of a tangent curve to the right having a radius of 65.00 feet;

22 Thence along said curve, through a central angle of 115°33'03", an arc distance of 131.09 feet to  
23 the beginning of another tangent curve to the right having a radius of 200.00 feet;

24 Thence along said curve, through a central angle of 18°12'00", an arc distance of 63.53 feet to a  
25 point on said Line 'A' and the terminus of Line 'B'.  
26  
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BroadROWOrd.doc  
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version 4

1 Containing 21,323 square feet or 0.49 acres, more or less.

2 be and the same is hereby vacated;

3 RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon  
4 the above-described property in the reasonable original grading of any rights-of-way abutting  
5 upon said property after said vacation;

6 RESERVING to the City of Seattle the right to reconstruct, maintain and operate any existing  
7 overhead or underground utilities in said described property until the beneficiaries of said vacation  
8 arrange with the owner or owners thereof for their removal; and

9 RESERVING to the City of Seattle the right to maintain the existing retaining wall as described  
10 in the easement and restrictive covenant attached as Attachment A; and

11 RESERVING to the King County the permanent sewer easement within the vacated right-of-way  
12 which extends the existing permanent sewer easement within the adjacent parcel, attached hereto as  
13 Attachment B.

14 Section 2. The then-applicable requirements of SMC 15.62.090-110, currently requiring  
15 the payment of a sum equal to the appraised value to the area vacated, are hereby suspended for  
16 the purposes of this ordinance.  
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1  
2 Section 3. This ordinance shall take effect and be in force thirty (30) days from and after  
3 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
4 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.  
5

6  
7 Passed by the City Council the 22<sup>nd</sup> day of July, 2002, and signed by me in open  
8 session in authentication of its passage this 22<sup>nd</sup> day of July, 2002.  
9

10 Peter Stember  
President of the City Council

11 Approved by me this 31 day of July, 2002.  
12

13 Gregory J. Nickels  
Gregory J. Nickels, Mayor

14 Filed by me this 31<sup>st</sup> day of July, 2002.  
15

16 Jessie E. Kipp  
City Clerk  
17

18 Attachment A - Declaration of Easement & Restrictive Covenant  
19 Attachment B - Utility Easement  
20

21 (SEAL)  
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NOTICE





**Attachment A**

**DECLARATION OF EASEMENT  
AND  
RESTRICTIVE COVENANT**

The City of Seattle, a municipal corporation, reserves for itself a perpetual easement for ingress, egress and repair as below described, and hereby Declares a Restrictive Covenant running with the land, upon, and under the following described real property located in Seattle, King County Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE

**SCOPE AND PURPOSE OF EASEMENT**

The perpetual easement reserved herein is for the purpose of ingress, egress across the described real property, and the right upon said property to stage equipment and supplies necessary to maintaining and repairing, replacing, retrofitting or augmenting the retaining wall during the period of such work, together with its associated structures including underground counterforts, located along the south margin of the improved Broad Street right-of-way, together with the right of ingress to and egress from said easement area to Broad and Mercer Streets and 9<sup>th</sup> Avenue North. Ownership of the retaining wall, its supporting or related structures shall remain vested in the City of Seattle.

**COVENANT**

The City further declares upon the property described on Exhibit A, a restrictive covenant which shall run with the land described in Exhibit A, that benefits the City of Seattle right-of-way and wall located adjacent to Broad Street, and burden the herein described real property, and that prohibits the owner of said property, its heirs, successors and assigns from constructing any improvement upon the described easement area, modifying or demolishing any portion of the retaining wall or its supports, or doing any act on the easement area or any adjoining area, which jeopardizes the subjacent and lateral support of the retaining wall or its supporting or related structures, street and bridge along the South margin of the improved Broad Street right-of-way, without first obtaining the written consent of the Seattle Transportation Department, or any successor agency of the City, which shall not be unreasonably withheld.

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Attachment A - Exhibit A

WALL MAINTENANCE EASEMENT  
800 MERCER STREET

THOSE PORTIONS OF BROAD STREET (BEING PORTIONS OF LOT 6, BLOCK 1, AND LOT 2, BLOCK 2, EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 61-A, RECORDS OF KING COUNTY, WASHINGTON, ACQUIRED FOR STREET PURPOSES PURSUANT TO CITY OF SEATTLE ORDINANCES 84452, 88109 AND 88784, AND PORTIONS OF 8<sup>TH</sup> AVENUE NORTH AS PLATTED IN SAID EDEN ADDITION, LYING NORTH OF THE NORTH MARGIN OF MERCER STREET, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 8, BLOCK 2, SAID EDEN ADDITION, WHICH LIES 79.64 FEET EAST OF THE SOUTHWEST CORNER THEREOF (SAID SOUTHWEST CORNER BEING ALSO THE INTERSECTION OF THE EASTERLY MARGIN OF DEXTER AVENUE NORTH AND THE NORTHERLY MARGIN OF MERCER STREET);

THENCE ALONG SAID NORTHERLY MARGIN A DISTANCE OF 79.64 FEET;

THENCE NORTH 35°15'18" EAST, A DISTANCE OF 38.92 FEET;

THENCE NORTH 58°56'02" EAST, A DISTANCE OF 9.05 FEET;

THENCE NORTH 29°33'51" WEST, A DISTANCE OF 7.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,338.00 FEET, AND HAVING A RADIAL BEARING OF NORTH 27°08'07" WEST TO SAID BEGINNING OF CURVE;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°03'41", AN ARC DISTANCE OF 141.55 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°01'44", AN ARC DISTANCE OF 24.03 FEET TO THE BEGINNING OF ANOTHER NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 956.22 FEET, AND HAVING A RADIAL BEARING OF NORTH 20°36'55" WEST TO SAID BEGINNING OF CURVE;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°10'27", AN ARC DISTANCE OF 103.04 FEET TO THE BEGINNING OF ANOTHER NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 501.24 FEET, AND HAVING A RADIAL BEARING OF NORTH 13°21'39" WEST TO SAID BEGINNING OF CURVE;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°07'36", AN ARC DISTANCE OF 27.35 FEET;

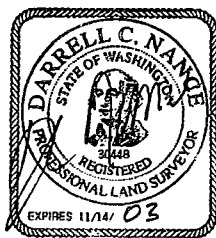
THENCE NORTH 80°52'37" EAST, A DISTANCE OF 15.88 FEET;



Attachment A - Exhibit A

THENCE SOUTH 09°07'23" EAST, A DISTANCE OF 7.00 FEET;  
THENCE SOUTH 56°25'52" WEST, A DISTANCE OF 51.28 FEET;  
THENCE NORTH 01°27'20" EAST, A DISTANCE OF 21.83 FEET;  
THENCE NORTH 88°32'15" WEST, A DISTANCE OF 3.95 FEET;  
THENCE SOUTH 73°39'39" WEST, A DISTANCE OF 29.20 FEET;  
THENCE SOUTH 55°28'39" WEST, A DISTANCE OF 71.61 FEET;  
THENCE NORTH 74°24'25" WEST, A DISTANCE OF 29.75 FEET;  
THENCE NORTH 20°37'28" WEST, A DISTANCE OF 7.03 FEET TO THE POINT  
OF BEGINNING.

CONTAINS 2,329 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.



CITY OF SEATTLE  
800 MERCER  
DARRELL C. NANCE, P.L.S.  
BRH JOB NO. 2001073.02  
REVISED JANUARY 7, 2002  
REVISED FEBRUARY 1, 2002

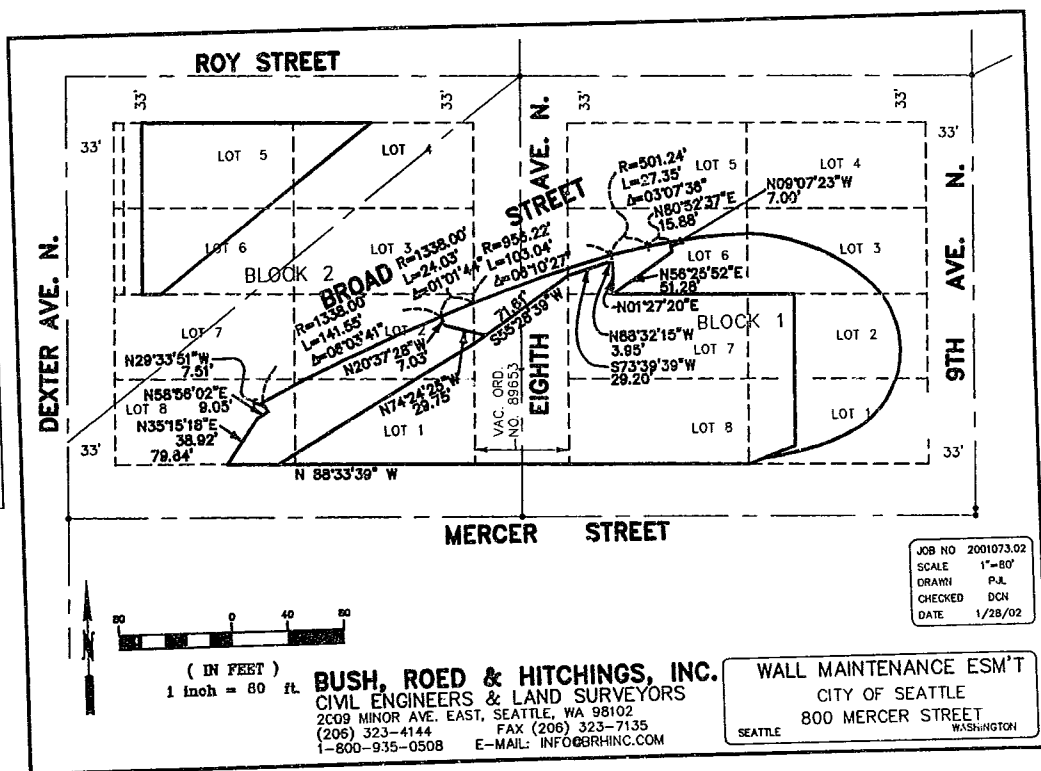
BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

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ACTING  
CITY  
CLERK

Attachment A - Exhibit A



Attachment A

**DECLARATION OF EASEMENT  
AND  
RESTRICTIVE COVENANT**

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SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE

SCOPE AND PURPOSE OF EASEMENT

The perpetual easement reserved herein is for the purpose of ingress, egress across the described real property, and the right upon said property to stage equipment and supplies necessary to maintaining and repairing, replacing, retrofitting or augmenting the retaining wall during the period of such work, together with its associated structures including underground counterforts, located along the south margin of the improved Broad Street right-of-way, together with the right of ingress to and egress from said easement area to Broad and Mercer Streets and 9<sup>th</sup> Avenue North. Ownership of the retaining wall, its supporting or related structures shall remain vested in the City of Seattle.

COVENANT

The City further declares upon the property described on Exhibit A, a restrictive covenant which shall run with the land described in Exhibit A, that benefits the City of Seattle right-of-way and wall located adjacent to Broad Street, and burden the herein described real property, and that prohibits the owner of said property, its heirs, successors and assigns from constructing any improvement upon the described easement area, modifying or demolishing any portion of the retaining wall or its supports, or doing any act on the easement area or any adjoining area, which jeopardizes the subjacent and lateral support of the retaining wall or its supporting or related structures, street and bridge along the South margin of the improved Broad Street right-of-way, without first obtaining the written consent of the Seattle Transportation Department, or any successor agency of the City, which shall not be unreasonably withheld.

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800 MERCER STREET

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THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°03'41", AN ARC DISTANCE OF 141.55 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°01'44", AN ARC DISTANCE OF 24.03 FEET TO THE BEGINNING OF ANOTHER NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 956.22 FEET, AND HAVING A RADIAL BEARING OF NORTH 20°36'55" WEST TO SAID BEGINNING OF CURVE;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°10'27", AN ARC DISTANCE OF 103.04 FEET TO THE BEGINNING OF ANOTHER NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 501.24 FEET, AND HAVING A RADIAL BEARING OF NORTH 13°21'39" WEST TO SAID BEGINNING OF CURVE;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°07'36", AN ARC DISTANCE OF 27.35 FEET;

THENCE NORTH 80°52'37" EAST, A DISTANCE OF 15.88 FEET;

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Attachment A - Exhibit A

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CONTAINS 2,329 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.



2/1/02

CITY OF SEATTLE  
800 MERCER  
DARRELL C. NANCE, P.L.S.  
BRH JOB NO. 2001073.02  
REVISED JANUARY 7, 2002  
REVISED FEBRUARY 1, 2002

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
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ACTING  
CITY  
CLERK

[illegible]



**ATTACHMENT B**

After recording return document to:

KING COUNTY  
201 South Jackson Street, Suite 600  
Seattle, Washington 98104-3855

**UTILITY EASEMENT**

The undersigned Grantor, The City of Seattle, a municipal corporation, acting through its Seattle Transportation Department, its successors and assigns (hereinafter referred to as "Grantor"), in order to extend an existing Permanent Sewer Easement as granted by City of Seattle Ordinance 120204, recorded under King County Recording Number 20010607000440 into an area of right-of-way being vacated directly to the north of said easement, hereby conveys and grants to KING COUNTY, a political subdivision of the State of Washington, its successors and assigns (hereinafter together referred to as "COUNTY"), a permanent easement, over, across, along, in, upon, and under the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY  
REFERENCE

Said easement shall be for same purposes granted in the easement referred to in City of Seattle Ordinance 120204, recorded under King County Recording Number 20010607000440.

The Grantor and the COUNTY, by accepting and recording this easement, hereby mutually covenant and agree as follows:

1. Upon completion of any construction of any of the facilities described herein, the COUNTY shall remove all debris and restore the surface of the above-described permanent easement area as nearly as possible to the condition in which it existed at the date of this agreement.

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2. If the above-described permanent easement area is disturbed by the maintenance, removal, repair or replacement of any of the facilities specified herein, COUNTY shall restore the surface of the such property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement. The COUNTY's restoration obligation hereunder shall include and is not limited to the replanting or replacement in kind and size of any landscaping element (e.g., any shrub, tree or lawn area) that is located within the above-described permanent easement area and has been disturbed by any work undertaken by or for the COUNTY, and the COUNTY's ensuring that for a period of not less than one (1) year after such restoration has been completed (the "landscaping maintenance guarantee period"), all landscaping elements that have been replanted or replaced as part of that restoration effort continue to thrive; Provided, that if any such landscaping element has become diseased or has died during the landscaping maintenance guarantee period, the COUNTY shall replace such landscaping element in kind and size subject to an identical landscaping maintenance guarantee period.
3. Except for negligence on the part of Grantor, its successors and assigns, COUNTY shall protect and save harmless Grantor and its successors and assigns from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by Grantor or any such successors and assigns, or by any person, firm or corporation, because of the construction and/or maintenance of any of said facilities.
4. All right, title, and interest that may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor and its successors and assigns with respect to the above-described permanent easement area.
5. Except as otherwise provided herein, from and after the date of this agreement, the construction, installation or maintenance by or for the Grantor or any of its successors or assigns with respect to the above-described permanent easement area of any structure, whether temporary or permanent, on such property shall require prior review and approval by the County to permit the COUNTY to determine that such structure is designed in a manner as to not unreasonably interfere with the County's facilities within the above-described permanent easement area. Such structures shall be deemed an unreasonable interference with the COUNTY'S easement rights and absolutely prohibited within the above-described permanent easement area unless specifically approved, in writing, by the COUNTY, which approval shall not be unreasonably withheld. Moreover, as to such non-approved structures the provisions of Paragraph 1, 2, and 3 shall not apply. Notwithstanding any provision to the contrary herein, after the COUNTY has given approval for the design of any structure proposed to be installed within the above-described permanent easement area by or for the GRANTOR or any of its successors or assigns with respect to such property, the COUNTY shall have no right to subsequently disapprove such design for any purpose or reason. Notwithstanding anything to the contrary herein, nothing herein



6. Nothing herein authorizes the COUNTY or any of its successors or assigns or any contractor thereof or any subcontractor of any such contractor to use any other property owned by Grantor or any of its successors or assigns that is adjacent to the above-described permanent easement area, for any purpose whatsoever including but not limited to temporary staging for construction or maintenance work, debris storage, access to the above-described permanent easement area.

KING COUNTY

By: Pam Bissonnette  
Its: Director  
Department of Natural Resources

I certify that I know or have satisfactory evidence that Daryl R. Grigsby signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Seattle Transportation of The City of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Signature of Notary Public

Printed/typed name of Notary Public

Title: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

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STATE OF WASHINGTON }  
COUNTY OF KING } ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(seal or stamp)

Dated \_\_\_\_\_

Signature of Notary Public

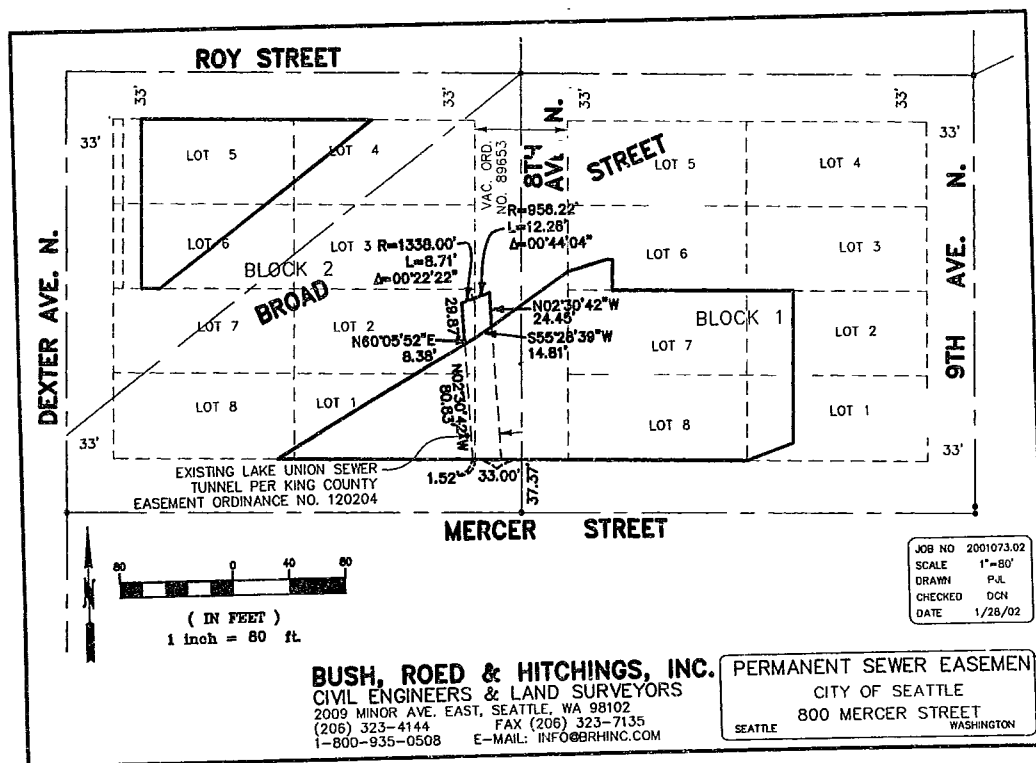
Printed/typed name of Notary Public

Title: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

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Attachment B - Exhibit A

PERMANENT SEWER EASEMENT

A PERMANENT EASEMENT FOR SEWER, BEING 20.00 FEET WIDE, CONTIGUOUS WITH AND A CONTINUATION NORTHERLY OF THE PERMANENT SEWER EASEMENT GRANTED TO KING COUNTY UNDER CITY OF SEATTLE ORDINANCE 120204 AND RECORDING NO. 20010607000440, RECORDS OF KING COUNTY, UNDER THE SURFACE OF THOSE PORTIONS OF THE PROPOSED VACATION OF 8TH AVENUE NORTH, LYING NORTHERLY OF THAT PORTION PREVIOUSLY VACATED AS DESCRIBED IN KING COUNTY VACATION ORDINANCE 89653, AND LOT 2, BLOCK 2, EDEN ADDITION, CITY OF SEATTLE, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 61, RECORDS OF KING COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EXISTING MONUMENT FOR THE INTERSECTION OF ROY STREET AND VACATED 8TH AVENUE NORTH, THENCE SOUTH  $01^{\circ}29'39''$  WEST, ALONG THE CENTERLINE OF VACATED 8TH AVENUE NORTH, A DISTANCE OF 310.46 FEET TO THE EXISTING MONUMENT FOR THE INTERSECTION OF MERCER STREET AND SAID VACATED 8TH AVENUE NORTH;

THENCE NORTH  $01^{\circ}29'39''$  EAST, ALONG SAID CENTERLINE OF 8TH AVENUE NORTH, A DISTANCE OF 37.37 FEET TO THE NORTHERLY MARGIN OF SAID MERCER STREET AND THE SOUTHERLY MARGIN OF SAID VACATED 8TH AVENUE NORTH;

THENCE NORTH  $88^{\circ}32'24''$  WEST, ALONG SAID MARGIN OF MERCER STREET AND VACATED 8TH AVENUE NORTH, A DISTANCE OF 33.00 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1, EDEN ADDITION;

THENCE CONTINUING NORTH  $88^{\circ}34'24''$  WEST, ALONG SAID NORTHERLY MARGIN OF MERCER STREET AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1.52 FEET;

THENCE NORTH  $02^{\circ}30'42''$  WEST, A DISTANCE OF 60.14 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID LOT 2;

THENCE CONTINUING, NORTH  $02^{\circ}30'42''$  WEST, A DISTANCE OF 20.68 FEET, TO THE SOUTHEASTERLY MARGIN OF BROAD STREET, ACCORDING TO CITY OF SEATTLE CONDEMNATION ORDINANCE 84452 AND THE POINT OF BEGINNING;

THENCE CONTINUING, NORTH  $02^{\circ}30'42''$  WEST, A DISTANCE OF 29.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,338.00 FEET, AND HAVING A RADIAL BEARING OF NORTH  $20^{\circ}25'04''$  WEST TO SAID BEGINNING OF CURVE;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $0^{\circ}22'23''$ , AN ARC DISTANCE OF 8.71 FEET TO THE BEGINNING OF ANOTHER NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 956.22 FEET, AND HAVING A RADIAL BEARING OF NORTH  $20^{\circ}08'59''$  WEST TO SAID BEGINNING OF CURVE;

Attachment B - Exhibit A

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $0^{\circ}44'04''$ , AN ARC DISTANCE OF 12.26 FEET;

THENCE SOUTH  $02^{\circ}30'42''$  EAST, A DISTANCE OF 24.45 FEET TO SAID SOUTHEASTERLY MARGIN OF BROAD STREET;

THENCE ALONG SAID MARGIN, SOUTH  $55^{\circ}28'39''$  WEST, A DISTANCE OF 14.81 FEET;

THENCE CONTINUING ALONG SAID MARGIN, SOUTH  $60^{\circ}05'52''$  WEST, A DISTANCE OF 8.38 FEET TO THE POINT OF BEGINNING.

CONTAINS 548 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.



1/31/02

CITY OF SEATTLE  
800 MERCER  
DARRELL C. NANCE, P.L.S.  
BRH JOB NO. 2001073.02  
JUNE 27, 2001  
REVISED JANUARY 7, 2002  
REVISED JANUARY 25, 2002  
REVISED JANUARY 31, 2002

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

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**Fiscal Note**

<b>Department:</b> Fleets & Facilities Department	<b>Contact Person/Phone:</b> Karen Tsao 3-5101	<b>CBO Analyst/Phone:</b> Lee Belland 3-3778
--	---	---

**Legislation Title:**

AN ORDINANCE vacating portions of Broad Street, 8<sup>th</sup> Avenue North, 9<sup>th</sup> Avenue North, and the connecting ramp between Broad & Mercer, and reserving and granting easements and covenants for utilities, including retaining wall maintenance and sewer (Clerk File 304813).

**Summary of the Legislation:**

The proposed legislation approves the vacation of portions of Broad Street, 8<sup>th</sup> Avenue North, 9<sup>th</sup> Avenue North, and the connecting ramp between Broad & Mercer (Clerk File 304813). The petition was originally initiated by the City Council, which granted preliminary approval of the vacation in October 2001. The vacated property is planned to be sold to City Investors, which is contractually bound to purchase the property through the Council-adopted (Ord. 120411) Purchase and Sale Agreement for surplus City properties located in the vicinity of South Lake Union for \$1,167,674.

**Background (Include justification for the legislation and funding history, if applicable):**

The vacation area for this portion of Broad Street Right-of-way is 21,323 square feet. It abuts on one side Broad Street, Ninth Avenue North and the connecting ramp between Broad and Mercer Streets, and is contiguous on the other side with 800 Mercer Street, a property which the City recently sold to City Investors. 800 Mercer is an irregularly shaped parcel and the vacation area will improve the development potential of it.

In the 1950s and 1960s, the City of Seattle acquired properties in the South Lake Union area as part of the Broad Street underpass construction project. The City recently sold one of those properties, 800 Mercer Street, to City Investors through Ordinance 120411. At Council direction, City staff examined what rights-of-way might be surplus to the City's needs in the South Lake Union area, and staff identified the right-of-way adjacent to the 800 Mercer property. By joining this surplus right-of-way to 800 Mercer, the City will create a more attractive development site that will benefit the South Lake Union neighborhood. The potential excess right-of-way vacation will improve the angles of the corners on the 800 Mercer property and increase the total land area recently sold to City Investors. The subsequent sale of the vacated ROW will bring more revenue to the City. With the proposed vacation, the resulting parcel has a total square footage of 56,455 SF as opposed to the current 32,754 SF for 800 Mercer. The sale proceeds of the vacated area will total \$1,167,647. This amount is slightly less than the amount originally projected, as Seattle Transportation Department requested that a portion of the proposed vacation be retained for possible widening of 9<sup>th</sup> Avenue N.

Staff has determined that the release of the subject right-of way will not compromise the public's use of the remaining rights-of way. Seattle Transportation Department has identified which portions of the right of way are to require utility easements. Seattle Transportation Department's process identified the exact area and/or rights to be reserved, the descriptions of which are included as attachments to the Ordinance.

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The ordinance will impose conditions on the property with regard to the maintenance of a retaining wall near the Broad Street underpass and the extension of a permanent sewer easement granted to King County by the City of Seattle via Ordinance 120204. The Ordinance also reserves general utility easements including City Light.

#### **Original Vacation Conditions**

The City Council granted the vacation petition subject to the following conditions:

1. The vacation is granted subject to providing for the transportation and utility issues as outlined in Resolution 30385.
2. An additional portion of right-of-way, beyond the right-of-way described in Resolution 30385, shall be retained as public right-of-way as recommended by Seattle Transportation. The amount of right-of-way shall be fixed by survey but has been determined to be 15 feet or less.
3. The existing easements should be reviewed to insure that City Light facilities are adequately addressed.

#### **Certification of Condition Satisfaction**

The Fleets and Facilities Department has satisfied the vacation conditions related to the property:

1. The transportation and utility easements run with the land and will be recorded upon vacation, prior to any sale of the property.
2. The survey of the vacation area has been revised to adjust the boundary at the eastern end of the property to increase the distance from the existing curb to the vacation boundary to 15 feet.
3. Seattle City Light has found that the reservation in the proposed ordinance for the existing overhead and underground utilities is sufficient rights to protect City Light's facilities.

#### **Public Private Partnership Review Status:**

Is the project referenced in the legislation subject to P4 review? If yes, identify P4 review to date.

The proposed vacation is part of a Purchase and Sale Agreement that is the result of the South Lake Union Redevelopment Project reviewed by a P4 panel on the following dates:

March 31, 2000  
September 6, 2000  
May 18, 2001  
May 24, 2001

Is the legislation subject to public hearing requirements? If yes, what public hearings have been held to date?

Yes, September 7, 2001

#### **Fiscal Sustainability Issues (related to grant awards):**

None.

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*Estimated Expenditure Impacts: None*

FUND (List # and/or Account)	2002	2003	2004
TOTAL	\$0		

One-time \$ 0 On-going \$

*Estimated Revenue Impacts:*

FUND (List # and/or Account)	2002	2003	2004
CRF - South Lake Union Subaccount (00167)	1,167,674		
TOTAL	\$1,167,674		

One-time \$ 1,167,674 On-going \$

*Estimated FTE Impacts: None*

FUND (List # and/or Account)	2002	2003	2004
TOTAL			

# Full Time # Part Time # TES

Do positions sunset in the future? If yes, identify sunset date?  
N/A

Other Issues (including long-term implications of the legislation):  
N/A

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## City of Seattle

Gregory J. Nickels, Mayor

### Office of the Mayor

June 28, 2002

Honorable Peter Steinbrueck  
President  
Seattle City Council  
Municipal Building, 11<sup>th</sup> Floor

Dear Council President Steinbrueck:

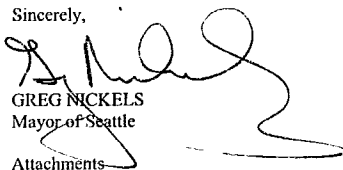
I am transmitting the attached ordinance for Council consideration.

The proposed legislation approves a street vacation that will improve the potential for development of one of the parcels sold under the Purchase and Sale Agreement with City Investors for surplus City property located in the vicinity of South Lake Union (see maps in Transmittal Letter Exhibits 1 and 2), which agreement was approved by City Council on June 25, 2001 through Ordinance 120411. One of the City's goals in the property sale as listed in Resolution 30080 is to promote the redevelopment of the South Lake Union area. The proposed street vacation was anticipated by the Purchase and Sale Agreement in requiring City Investors to purchase the property were the right-of-way to be vacated (see survey map in Exhibit 2 attached). The Council initiated the petition for vacation and the public hearing was held September 7, 2001. The conditions imposed by Council in approving Clerk File 304813 have been satisfied.

As combined with the Purchase and Sale Agreement, the proposed legislation makes a procedural change in the payment for the property, to occur when the sale closes, instead of while the vacation process is underway. The planned sale of the vacated property will generate proceeds in excess of what would otherwise be received by the City. The sale price was negotiated as part of the Purchase and Sale Agreement between the City and City Investors, and was based upon an appraisal of the fair market value of the immediately contiguous property. The planned sale of the added vacated area will bring an additional \$1,167,674 in revenue to the City.

Thank you for your consideration of this legislation. Should you have questions please contact Moira Gray, Street Vacation Specialist, at 684-8272 or Karen Tsao, Strategic Planner in Real Estate Services, at 233-5101.

Sincerely,

  
GREG NICKELS  
Mayor of Seattle

Attachments



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# The City of Seattle



## Transmittal Letter Exhibit 1

### Location of Broad St ROW vacation

#### Legend

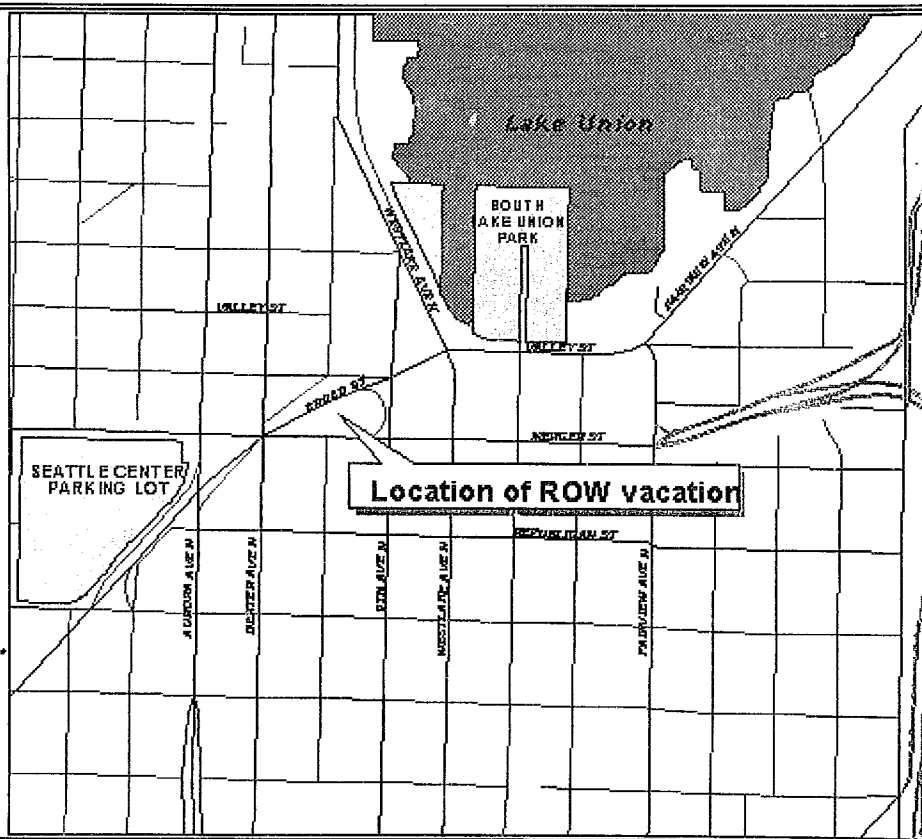
- Streets
- Residential
  - Arterial
  - State Highway
  - Interstate Freeway

Produced by the City of Seattle  
June 21, 2002

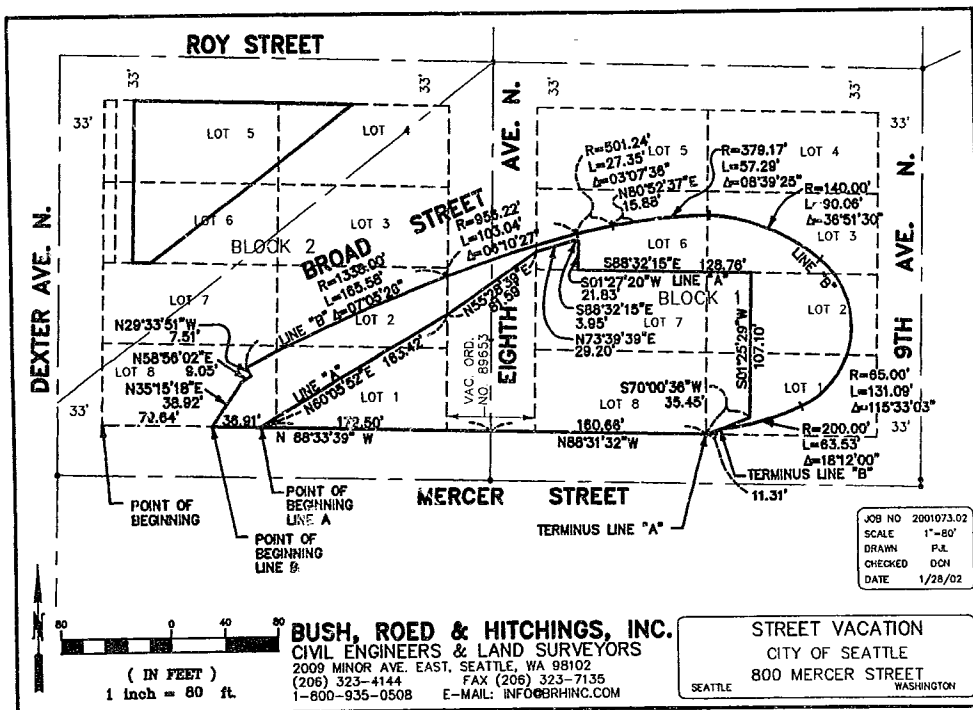
200 0 200 400 600 Feet

THE CITY OF SEATTLE, WA.  
all rights reserved  
for illustrative purposes only.

except where noted, boundaries shown are approximate



ACTING  
CITY  
CLERK



Return Address:

Seattle City Clerk's Office

600 4th Avenue, Room 100

Seattle, WA 98104

FILED  
CITY OF SEATTLE

2002 OCT -3 AM 11: 06



20020813000330

SEATTLE CITY C CORD 25.00  
PAGE 001 OF 007  
09/13/2002 09:27  
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transaction contained therein): (all areas applicable to your document <u>must</u> be filled in.)	
1. ORDINANCE #120863	
Re _____ of document. AN ORDINANCE vacating portions of Broad Street, 8th Avenue North, 9th Avenue North, and the connecting ramp between Broad and Mercer, and reserving and granting easements and covenants for utilities, including retaining wall maintenance and sewer (Clerk File 304813).	
Grantor(s) (Last name first, then first name and initials) 1.City of Seattle <input type="checkbox"/> Additional names on page----- of document.	
Grantee(s) (Last name first, then first name and initials) 1.N/A 2.	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional reference #s on page -----of document N/A	
Assessor's Property Tax Parcel/Account Number/ N/A	
<input type="checkbox"/> Assessor Tax # not yet assigned.	

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ORDINANCE 120863

AN ORDINANCE vacating portions of Broad Street, 8<sup>th</sup> Avenue North, 9<sup>th</sup> Avenue North, and the connecting ramp between Broad & Mercer, and reserving and granting easements and covenants for utilities, including retaining wall maintenance and sewer (Clerk File 304813).

WHEREAS, the South Lake Union Neighborhood Plan, approved by City Council in March 1999, calls for the redevelopment of City properties in the Mercer Corridor area; and

WHEREAS, in December 1999 the City Council passed Resolution 30080, laying out numerous public objectives for the disposition and subsequent redevelopment of City-owned properties in the South Lake Union area and recognizing that redevelopment of those properties is a high priority to provide a gateway to the City and to catalyze economic development and revitalization in the area; and

WHEREAS, Resolution 30080 also includes objectives for optimizing monetary return and tax revenues to the City; and

WHEREAS, on June 25, 2001, Council passed Ordinance 12041, which authorized the sale of eight City-owned parcels in the South Lake Union area in accordance with the terms and conditions of a Purchase and Sale Agreement; and

WHEREAS, the Purchase and Sale Agreement, signed by The City of Seattle and City Investors Inc. on May 18, 2001, includes the contingent sale of the property to be vacated, which is contiguous with one of the parcels sold thereunder; and

WHEREAS, the Purchase and Sale Agreement also sets the unit value for the property to be vacated, and therefore there is no separate appraisal for its vacation; and

WHEREAS, the Purchase and Sale Agreement binds City Investors Inc. to purchase the property once it has been vacated and to pay adequate compensation for the property; and

WHEREAS, the City Council initiated the petition (Clerk File 304813) for the vacation of this property, being portions of Broad Street, 8<sup>th</sup> Avenue North, 9<sup>th</sup> Avenue North, and the connecting ramp between Broad & Mercer, as therein described and herein amended per Council condition number 2; and



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June 24, 2002  
version 4

1 WHEREAS, following a public hearing on said petition, which commenced on September 7,  
2 2001, said petition was granted; NOW, THEREFORE,

3 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

4 Section 1. That those portions of Broad Street and 9<sup>th</sup> Avenue North (being portions of  
5 Lots 1, 2, 3, and 6, Block 1, and Lots 1, 2 and 8, Block 2, Eden Addition to the City of Seattle,  
6 according to the Plat thereof recorded in Volume 1 of Plats, page 61-A, records of King County,  
7 Washington, and portions of Lots 1 and 2, Block 79, Lake Union Shorelands, filed in the Office  
8 of the Commissioner of Public Lands at Olympia, Washington, July 1, 1907), acquired for street  
9 purposes pursuant to City of Seattle Ordinances 84452, 88109, and 88784, and portions of 8<sup>th</sup>  
10 Avenue North as platted in said Eden Addition, lying north of the north margin of Mercer Street  
11 and lying between the following described Lines 'A' and 'B':

12 Line 'A':

13  
14 Beginning at a point on the south line of Lot 8, Block 2, said Eden Addition, which lies 11.48  
15 feet west of the southeast corner thereof (said south line being also the north margin of Mercer  
16 Street);

17  
18 Thence northeasterly to a point on the east line of said Lot 8 which lies 7 feet north of said  
19 southeast corner;

20  
21 Thence northeasterly to a point on the east line of Lot 2, Block 2 which lies 85 feet north of the  
22 southeast corner of Lot 1, said Block 2 (said east line being also the west margin of that portion  
23 of 8<sup>th</sup> Avenue North vacated by City of Seattle Ordinance 89653);  
24  
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1 Thence northeasterly to a point on the west line of Lot 6, Block 1, said plat which lies 132.87 feet  
2 north of the southwest corner of Lot 8, said Block 1 (said west line being also the east margin of  
3 said vacated 8<sup>th</sup> Avenue North);

4 Thence northeasterly a distance of 29.20 feet to a point on a line parallel with and 98.17 feet  
5 south from, as measured perpendicular to, the north line of said Block 1 (being also the south  
6 margin of Roy Street);

7 Thence easterly along said parallel line to a point on a line which lies 32 feet west of the east line  
8 of the west half of said Lot 6, as measured perpendicular thereto;

9 Thence southerly along said last described line (32 feet east of and parallel with the east line of  
10 the west half of Lot 6) 21.83 feet to the south line of Lot 6;

11 Thence easterly along the south line of Lots 6 and 3, said Block 1, to a point which lies 33 feet  
12 east of the west line of Lots 1, 2 and 3, said Block 1;

13 Thence southerly along a line, parallel with and 33 feet from, as measured perpendicular to, said  
14 west lot lines a distance of 107.10 feet;

15 Thence southwesterly to the southwest corner of said Lot 1, Block 1 (lying also on the north  
16 margin of Mercer Street) and the terminus of Line 'A'.

17 Line 'B':

18 Beginning at a point on the south line of Lot 8, Block 2, said Eden Addition, which lies 79.64  
19 feet east of the southwest corner thereof (said southwest corner being also the intersection of the  
20 easterly margin of Dexter Avenue North and the northerly margin of Mercer Street);

21 Thence north 35°15'18" east, a distance of 38.92 feet;

22 Thence north 58°56'02" east, a distance of 9.05 feet;



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1 Thence north  $29^{\circ}33'51''$  west, a distance of 7.51 feet to the beginning of a non-tangent curve to  
2 the right, having a radius of 1,338.00 feet, and having a radial bearing of north  $27^{\circ}08'07''$  west to  
3 said beginning of curve

4 Thence along said curve, through a central angle of  $07^{\circ}05'26''$ , an arc distance of 165.58 feet to  
5 the beginning of another non-tangent curve to the right having a radius of 956.22 feet, and having  
6 a radial bearing of north  $20^{\circ}36'55''$  west to said beginning of curve;

7 Thence along said curve, through a central angle of  $06^{\circ}10'27''$ , an arc distance of 103.04 feet to  
8 the beginning of another non-tangent curve to the right having a radius of 501.24 feet, and having  
9 a radial bearing of north  $13^{\circ}21'39''$  west to said beginning of curve;

10 Thence along said curve through a central angle of  $03^{\circ}07'36''$ , an arc distance of 27.35 feet;

11 Thence north  $80^{\circ}52'37''$  east, a distance of 15.88 feet to the beginning of a non-tangent curve to  
12 the right having a radius of 379.17 feet and having a radial bearing of north  $08^{\circ}47'16''$  west to  
13 said beginning of curve;

14 Thence along said curve, through a central angle of  $02^{\circ}39'25''$ , an arc distance of 57.29 feet to the  
15 beginning of another non-tangent curve to the right having a radius of 140.00 feet, and having a  
16 radial bearing of north  $03^{\circ}46'09''$  east to said beginning of curve;

17 Thence along said curve, through a central angle of  $36^{\circ}51'30''$ , an arc distance of 90.06 feet to the  
18 beginning of a tangent curve to the right having a radius of 65.00 feet;

19 Thence along said curve, through a central angle of  $115^{\circ}33'03''$ , an arc distance of 131.09 feet to  
20 the beginning of another tangent curve to the right having a radius of 200.00 feet;

21 Thence along said curve, through a central angle of  $18^{\circ}12'00''$ , an arc distance of 63.53 feet to a  
22 point on said Line 'A' and the terminus of Line 'B'.  
23  
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1 Containing 21,323 square feet or 0.49 acres, more or less.

2 be and the same is hereby vacated;

3 RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon  
4 the above described property in the reasonable original grading of any rights-of-way abutting  
5 upon said property after said vacation;

6 RESERVING to the City of Seattle the right to reconstruct, maintain and operate any existing  
7 overhead or underground utilities in said described property until the beneficiaries of said vacation  
8 arrange with the owner or owners thereof for their removal; and

9  
10 RESERVING to the City of Seattle the right to maintain the existing retaining wall as described  
11 in the easement and restrictive covenant attached as Attachment A; and

12  
13 RESERVING to the King County the permanent sewer easement within the vacated right-of-way  
14 which extends the existing permanent sewer easement within the adjacent parcel, attached hereto as  
15 Attachment B.

16 Section 2. The then-applicable requirements of SMC 15 62.090-110, currently requiring  
17 the payment of a sum equal to the appraised value to the area vacated, are hereby suspended for  
18 the purposes of this ordinance.  
19  
20  
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2002 081 3080330

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June 24, 2002  
version 4

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 22<sup>nd</sup> day of July, 2002, and signed by me in open session in authentication of its passage this 22<sup>nd</sup> day of July, 2002

[Signature]  
President of the City Council

Approved by me this 31<sup>st</sup> day of July, 2002.

[Signature]  
Gregory J. Nickels, Mayor

Filed by me this 31<sup>st</sup> day of July, 2002.

[Signature]  
City Clerk

Attachment A - Declaration of Easement & Restrictive Covenant  
Attachment B - Utility Easement

(SEAL)

STATE OF WASHINGTON  
COUNTY OF KING  
CITY OF SEATTLE

ss

I, JUDITH E. FIPPIN, CITY CLERK OF THE CITY OF SEATTLE, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF Ordinance 120863

AS THE SAME ARE FILED FOR RECORD IN THIS DEPARTMENT.

IN WITNESS WHEREOF, I HAVE HEREWITH SET MY HAND AND AFFIXED THE SEAL TO THE CITY OF SEATTLE, THIS 13<sup>th</sup> day of August, 2002

JUDITH E. FIPPIN  
CITY CLERK

By: [Signature]  
DEPUTY CLERK



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

2002 081 300336

STATE OF WASHINGTON - KING COUNTY

--SS.

148344  
City of Seattle, Clerk's Office

No. ORDINANCE IN FULL

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:OR: INANCE 120863

was published on

8/9/2002

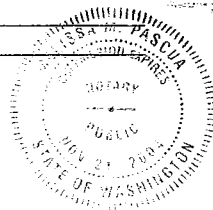
*J. Stedman*

Subscribed and sworn to before me on

8/9/2002

*Michael P. Pascua*  
Notary public for the State of Washington,  
residing in Seattle

Affidavit of Publication



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

# State of Washington, King

## City of Seattle

### ORDINANCE 12065

AN ORDINANCE vacating portions of Broad Street, 8th Avenue North, 8th Avenue North, and the connecting ramp between Broad & Mercer, and reserving and granting easements and servitudes for utilities, including retaining wall maintenance and sewer, (Clerk File 30481193).

WHEREAS, the South Lake Union Neighborhood Plan, approved by City Council in March 1999, calls for the redevelopment of City properties in the Mercer Corridor area, and

WHEREAS, in December 1999 the City Council passed Resolution 30050, laying out numerous public objectives for the disposition and subsequent redevelopment of City-owned properties in the South Lake Union area and recognizing that redevelopment of these properties is a high priority to provide a gateway to the City and to catalyze economic development and revitalization in the area; and

WHEREAS, Resolution 30280 also includes objectives for eliminating monetary return and tax revenues to the City; and

WHEREAS, on June 25, 2001, Council passed Ordinance 12041, which authorized the sale of eight City-owned parcels in the South Lake Union area in accordance with the terms and conditions of a Purchase and Sale Agreement; and

WHEREAS, the Purchase and Sale Agreement, signed by The City of Seattle and City Investors Inc. on May 18, 2001, includes the contingent sale of the property to be vacated, which is contiguous with one of the parcels sold thereunder; and

WHEREAS, the Purchase and Sale Agreement also sets the unit value for the property to be vacated, and therefore there is no separate appraisal for its vacated; and

WHEREAS, the Purchase and Sale Agreement binds City Investors Inc. to purchase the property once it has been vacated and to pay adequate compensation for the property; and

WHEREAS, the City Council initiated the petition (Clerk File 3048131) for the vacation of this property, being portions of Broad Street, 8th Avenue North, 8th Avenue North, and the connecting ramp between Broad & Mercer, as therein described and herein amended per Council condition number 2; and

WHEREAS, following a public hearing on said petition, which commenced on September 7, 2001, said petition was granted; NOW,

THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That those portions of Broad Street and 8th Avenue North (being portions of Lots 1, 2, 3, and 6, Block 1, and Lots 1, 2, and 8, Block 2, Eden Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, page 61-A, records of King County, Washington, and portions of Shorelands, filed in the Office of the Washington, July 1, 1907), acquired for street purposes pursuant to City of Seattle Ordinances 84453, 88109, and 66784, and portions of 8th Avenue North as platted in said Eden Addition, lying north of the north margin of Mercer Street and lying between the following described Lines 'A' and 'B':

Line 'A': Beginning at a point on the south line of Lot 8, Block 2, said Eden Addition, which lies 11.48 feet west of the southeast corner thereof (said south line being also the north margin of Mercer Street);

Thence northeasterly to a point on the east line of said Lot 8 which lies 7 feet north of said southeast corner;

Thence northeasterly to a point on the east line of Lot 2, Block 2 which lies 85 feet north of the southeast corner of Lot 1, said Block 2 (said east line being also the west margin of that portion of 8th Avenue North vacated by City of Seattle Ordinance 59030);

Thence northeasterly to a point on the west line of Lot 6, Block 1, said plat which lies 132.87 feet north of the southwest corner of Lot 8, said Block 1 (said west line being also the east margin of said vacated 8th Avenue North);

Thence northeasterly a distance of 29.20 feet to a point on a line parallel with and 98.17 feet south from, as measured perpendicular to, the north line of said Block 1 (being also the south margin of Roy Street);

Thence easterly along said parallel line to a point on a line which lies 32 feet west of the east line of the west half of said Lot 6, as measured perpendicular thereto;

Thence southerly along said last described line 132 feet east of and parallel with the east line of the west half of said Lot 6, as measured perpendicular thereto;

Thence along said curve through a central angle of 63° 07' 36", an arc distance of 27.35 feet;

Thence north 60° 32' 37" east, a distance of 16.88 feet to the beginning of a non-tangent curve to the right having a radius of 379.17 feet and having a radial bearing of north 68° 47' 16" west to said Line 'A' at the beginning of curve;

Thence along said curve, through a central angle of 68° 39' 20", an arc distance of 67.29 feet to the beginning of another non-tangent curve to the right having a radius of 140.90 feet, and having a radial bearing of north 63° 49' 02" east to said beginning of curve;

Thence along said curve, through a central angle of 38° 41' 30", an arc distance of 90.06 feet to the beginning of a tangent curve to the right having a radius of 65.00 feet;

Thence along said curve, through a central angle of 118° 33' 03", an arc distance of 131.09 feet to the beginning of another tangent curve to the right having a radius of 200.00 feet;

Thence along said curve, through a central angle of 18° 12' 00", an arc distance of 63.53 feet to a point on said Line 'A' and the terminus of Line 'B'.

Containing 21,323 square feet or 0.49 acres, more or less

be and the same is hereby vacated;

RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above described property in the reasonable original grading of any rights-of-way abutting upon said property after said vacation;

RESERVING to the City of Seattle the right to reconstruct, maintain and operate any existing overhead or underground utilities in said described property until the beneficiaries of said vacation arrange with the owner or owners thereof for their removal; and

RESERVING to the City of Seattle the right to maintain the existing retaining wall as described in the statement and restrictive covenant attached as Attachment A; and

RESERVING to the King County the permanent sewer easement within the vacated right-of-way which extends the existing permanent sewer easement within the adjacent parcel, attached hereto as Attachment B.

Section 2. The then applicable requirements of SMC 15.62.090-116, currently requiring the payment of a sum equal to the appraised value of the area vacated, are hereby suspended for the purposes of this ordinance.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 22nd day of July, 2002, and signed by me in open session in substantiation of its passage this 22nd day of July, 2002.

PETER STEINBRUECK,  
President of the City Council.

Approved by me this 31st day of July, 2002.

GREGORY J. NICKELS,  
Mayor.

Filed by me this 31st day of July, 2002.

(Seal) JUDITH E. PIPPIN,  
City Clerk.

Attachment A -- Declaration of Easement & Restrictive Covenant

Attachment B -- Utility Easement

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, August 9, 2002.

60148344

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

# State of Washington, King

## City of Seattle

### ORDINANCE 120933

AN ORDINANCE vacating portions of Broad Street, 8th Avenue North, 5th Avenue North, and the connecting ramp between Broad Street and 5th Avenue North, and granting the City of Seattle the right to use the existing wall maintenance and sewer (Clerk File 304818).

WHEREAS, the South Lake Union Neighborhood Plan, approved by City Council in March 1999, calls for the redevelopment of City properties in the Mercer Corridor area;

WHEREAS, in December 1999 the City Council passed Resolution 30080, laying out and subsequent re-evaluation of City-owned property in the South Lake Union area and rezoning that redevelopment of those properties to a high priority to provide a gateway to the City and to catalyze economic development and revitalization in the area; and

WHEREAS, Resolution 30080 also includes objectives for optimizing monetary return and tax revenues to the City; and

WHEREAS, on June 25, 2001, Council passed Ordinance 120931, which authorized the sale of eight City-owned parcels in the South Lake Union area in accordance with the terms and conditions of a Purchase and Sale Agreement; and

WHEREAS, the Purchase and Sale Agreement, signed by the City of Seattle and City Investors Inc. on May 18, 2001, included the sale of the property to be vacated, which is contiguous with one of the parcels sold thereunder; and

WHEREAS, the Purchase and Sale Agreement also sets the unit value for the property to be vacated, and therefore there is no separate appraisal for the vacation; and

WHEREAS, the Purchase and Sale Agreement binds City Investors Inc. to purchase the property once it has been vacated and to pay adequate compensation for the property; and

WHEREAS, the City Council initiated the petition (Clerk File 304818) for the vacation of this property, being portions of Broad Street, connecting ramp between Broad & Mercer, and the therein described and herein amended per Council resolution number 2; and

WHEREAS, following a public hearing on said petition which commenced on September 7, 2001, said petition was granted; NOW,

### BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That those portions of Broad Street and 8th Avenue North being portions of Lots 1, 2, 3, and 6, Block 1, and Lots 1, 2, 3, and 6, Block 2, Edin Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, page 61-A, records of King County, Washington, and portions of Lots 1 and 2, Block 79, Lake Union Shorelands, filed in the Office of the Commissioner of Public Lands at Olympia, Washington, July 1, 1997, required for street purposes pursuant to the City of Seattle Ordinance 84452, 86109, and 87845 and portions of 8th Avenue North as plat in said Edin Addition, lying north of the north margin of Mercer Street and lying between the following described Lines 'A' and 'B':

#### Line 'A':

Beginning at a point on the south line of Lot 8, Block 2, said Edin Addition, which lies 11.46 feet west of the southeast corner thereof (said south line being also the north margin of Mercer Street);

Thence northeasterly to a point on the east line of said Lot 8 which lies 7 feet north of said southeast corner;

Thence northeasterly to a point on the east line of Lot 2, Block 2 which lies 86 feet north of the southeast corner of Lot 1, said Block 2 (said east line being also the west margin of that portion of 8th Avenue North vacated by City of Seattle Ordinance 89653);

Thence northeasterly to a point on the west line of Lot 4, Block 2, said plat which lies 132.87 feet north of the southwest corner of Lot 2, said Block 1 (said west line being also the east margin of said vacated 8th Avenue North);

Thence northeasterly a distance of 28.20 feet to a point on a line parallel with and 98.17 feet south from, as measured perpendicular to, the north line of said Block 1 (being also the south margin of Key Street);

Thence easterly along said parallel line to a point on a line which lies 32 feet west of the east line of the west half of said Lot 6, as measured perpendicular thereto;

Thence westerly along said last described line (32 feet east of and parallel with the east line of the west half of Lot 6) 21.53 feet to the south line of Lot 6;

Thence easterly along the south line of Lots 6 and 3, said Block 1, to a point which lies 33 feet east of the west line of Lots 1, 2 and 3;

Thence southerly along a line, parallel with and 33 feet from, as measured perpendicular to, said west lot line, a distance of 107.10 feet;

Thence southwesterly to the southwest corner of said Lot 1, Block 1 (lying also on the north margin of Mercer Street) and the terminus of Line 'A';

#### Line 'B':

Beginning at a point on the south line of Lot 8, Block 2, said Edin Addition, which lies 79.84 feet east of the southeast corner thereof (said south line being also the north margin of Mercer Street);

Thence north 85° 18' 18" east, a distance of 58.52 feet;

Thence north 85° 18' 02" east, a distance of 9.05 feet;

Thence north 29° 33' 61" west, a distance of 7.31 feet to the beginning of a non-tangent curve to the right, having a radius of 1,338.00 feet, and having a radius bearing of north 27° 08' 07" west to said beginning of curve;

Thence along said curve, through a central angle of 07° 05' 26", an arc distance of 165.58 feet to the beginning of another non-tangent curve to the right having a radius of 856.22 feet, and having a radius bearing of north 20° 30' 55" west to said beginning of curve;

Thence along said curve, through a central angle of 08° 10' 37", an arc distance of 103.04 feet to the beginning of another non-tangent curve to the right having a radius of 201.24 feet, and having a radius bearing of north 13° 21' 39" west to said beginning of curve;

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 22nd day of July, 2002, and signed by me in open session of July, 2002.

PETER STEINBRUECK,

President of the City Council.

Approved by me this 31st day of July, 2002.

GREGORY J. NICKELS,

Mayor.

Filed by me this 31st day of July, 2002.

JUDITH E. PIPPIN,

City Clerk.

Attachment A -- Declaration of Easement

Attachment B -- Utility Easement

Publication ordered by JUDITH PIPPIN,

City Clerk.

Date of publication in the Seattle Daily

Journal of Commerce, August 5, 2002.

85(148344)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON - KING COUNTY

--SS.

148344  
City of Seattle, Clerk's Office

No. ORDINANCE IN FULL

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDINANCE 120863

was published on

8/9/2002

*G. Stedman*

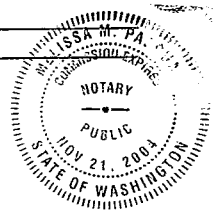
Subscribed and sworn to before me on

8/9/2002

*Michelle M. P.A.*

Notary public for the State of Washington,  
residing in Seattle

Affidavit of Publication



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Thence along said curve through a central angle of 03° 07' 36", an arc distance of 27.35 feet;

Thence north 60° 52' 37" east, a distance of 10.88 feet to the beginning of a non-tangent curve to the right having a radius of 978.17 feet and having a radial bearing of north 00° 47' 16" west to said beginning of curve;

Thence along said curve, through a central angle of 05° 35' 25", an arc distance of 57.29 feet to the beginning of another non-tangent curve to the right having a radius of 140.00 feet, and having a radial bearing of north 03° 49' 07" east to said beginning of curve;

Thence along said curve, through a central angle of 25° 51' 30", an arc distance of 80.06 feet to the beginning of a tangent curve to the right having a radius of 65.00 feet;

Thence along said curve through a central angle of 110° 33' 03", an arc distance of 131.99 feet to the beginning of another tangent curve to the right having a radius of 200.00 feet;

Thence along said curve, through a central angle of 18° 12' 00", an arc distance of 63.53 feet to a point on said Line 'A' and the terminus of Line 'B';

Containing 21,323 square feet or 0.49 acres, more or less;

be and the same is hereby vacated;

RESERVING to the City of Seattle the right to make all necessary slopes for cuts or fills upon the above-described property in the reasonable original grading of any rights-of-way abutting upon said property after said vacation;

RESERVING to the City of Seattle the right to reconstruct, maintain and operate any existing overhead or underground utilities in said described property until the beneficiaries of said vacation arrange with the owner or owners thereof for their removal; and

RESERVING to the City of Seattle the right to maintain the existing retaining wall as described in the easement and restrictive covenant attached as Attachment A; and

RESERVING to the King County the permanent sewer easement within the vacated right-of-way which extends the existing permanent sewer easement within the adjacent parcel, attached hereto as Attachment B;

Section 2. The then applicable requirements of SMC 16.62.030-110, currently requiring the payment of a sum equal to the appraised value to the area vacated, are hereby suspended for the purposes of this ordinance.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

PASSED by the City Council the 22nd day of July, 2002, and signed by me in open session in authentication of its passage this 22nd day of July, 2002.

PETER STEINBUCK,

President of the City Council.

Approved by me this 31st day of July, 2002.

GREGORY J. NICKELS,

Mayor.

Filed by me this 31st day of July, 2002.

(Seal) JUDITH E. PIPPIN,

City Clerk.

Attachment A — Declaration of Easement

& Restrictive Covenant

Attachment B — Utility Easement

Publication ordered by JUDITH PIPPIN,

City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, August 5, 2002.

89148344

## State of Washington, King

### City of Seattle

#### ORDINANCE 120863

AN ORDINANCE vacating portions of Broad Street, 8th Avenue North, 8th Avenue North, and the connecting ramp between Broad & Mercer, and reserving and granting easements and covenants for utilities, including retaining wall maintenance and sewer (Clerk File 30481193).

WHEREAS, the South Lake Union Neighborhood Plan, approved by City Council in March 1990, calls for the redevelopment of City properties in the Mercer Corridor area; and

WHEREAS, in December 1999 the City Council passed Resolution 30080, laying out numerous public objectives for the disposition and subsequent redevelopment of City-owned properties in the South Lake Union area and recognizing that redevelopment of those properties is a high priority to provide a gateway to the City and to catalyze economic development and revitalization in the area; and

WHEREAS, Resolution 30080 also includes objectives for optimizing monetary return and tax revenues to the City; and

WHEREAS, on June 25, 2001, Council passed Ordinance 12041, which authorized the sale of eight City-owned parcels in the South Lake Union area in accordance with the terms and conditions of a Purchase and Sale Agreement; and

WHEREAS, the Purchase and Sale Agreement, signed by The City of Seattle and City Investors Inc. on May 18, 2001, includes the contingent sale of the property to be vacated, which is contiguous with one of the parcels sold thereunder; and

WHEREAS, the Purchase and Sale Agreement also sets the unit value for the property to be vacated, and therefore there is no separate appraisal for its valuation; and

WHEREAS, the Purchase and Sale Agreement binds City Investors Inc. to purchase the property once it has been vacated and to pay adequate compensation for the property; and

WHEREAS, the City Council initiated the petition (Clerk File 3048131) for the vacation of this property, being portions of Broad Street, 8th Avenue North, 8th Avenue North, and the connecting ramp between Broad & Mercer, as therein described and herein amended per Council condition number 2; and

WHEREAS, following a public hearing on said petition, which commenced on September 7, 2001, said petition was granted; NOW,

THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That those portions of Broad Street and 8th Avenue North (being portions of Lots 1, 2, 3, and 4, Block 1, and Lots 1, 2, and 3, Block 2, Eden Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, page 51-A, records of King County, Washington, and portions of Lots 1 and 2, Block 79, Lake Union Shorelands, filed in the Office of the Commissioner of Public Lands at Olympia, Washington, July 1, 1907), acquired for street purposes pursuant to City of Seattle Ordinances 86455, 86109, and 86184, and portions of 8th Avenue North as platted in said Eden Addition, lying north of the north margin of Mercer Street and lying between the following described Lines 'A' and 'B':

Line 'A':

Beginning at a point on the south line of Lot 8, Block 4, said Eden Addition, which lies 11.48 feet west of the southeast corner thereof (said south line being also the north margin of Mercer Street);

Thence northeasterly to a point on the east line of said Lot 8 which lies 7 feet north of said southeast corner;

Thence northeasterly to a point on the east line of Lot 2, Block 2 which lies 65 feet north of the southeast corner of Lot 1, said Block 2 (said east line being also the west margin of that portion of 8th Avenue North vacated by City of Seattle Ordinance 86555);

Thence northeasterly to a point on the west line of Lot 6, Block 1, said plat which lies 132.41 feet north of the southwest corner of Lot 8, said Block 1 (said west line being also the east margin of said vacated 8th Avenue North);

Thence northeasterly a distance of 29.29 feet to a point on a line parallel with and 98.17 feet south from, as measured perpendicular to, the north line of said Block 1 (being also the south margin of Roy Street);

Thence easterly along said parallel line to a point on a line which lies 32 feet west of the east line of the west half of said Lot 6, as measured perpendicular thereto;

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# City of Seattle

## ORDINANCE 120263

AN ORDINANCE vacating portions of Broad Street, 8th Avenue North, 9th Avenue North, and the connecting ramp between Broad & Mercer, and resurveying and granting easements and covenant for utilities, including retaining wall maintenance and sewer (Clerk File 30481193).

WHEREAS, the South Lake Union Neighborhood Plan, approved by City Council in March 1999, calls for the redevelopment of City properties in the Mercer Corridor area;

WHEREAS, in December 1999 the City Council passed Resolution 30080, laying out and subsequent redevelopment of City-owned properties in the South Lake Union area and recognizing that redevelopment of those properties is a high priority to provide a gateway to the City and to catalyze economic development and revitalization in the area; and

WHEREAS, Resolution 30080 also includes objectives for optimizing monetary return and tax revenues to the City; and

WHEREAS, on June 25, 2001, Council passed Ordinance 12041, which authorized the sale of eight City-owned parcels in the South Lake Union area in accordance with the terms and conditions of a Purchase and Sale Agreement; and

WHEREAS, the Purchase and Sale Agreement, signed by The City of Seattle and City Investor Inc. on May 18, 2001, includes the contingent sale of the property to be vacated, which is contiguous with one of the parcels sold thereunder; and

WHEREAS, the Purchase and Sale Agreement also sets the unit value for the property to be vacated, and therefore there is no separate appraisal for its valuation; and

WHEREAS, the Purchase and Sale Agreement binds City Investors Inc. to purchase the property once it has been vacated and to pay adequate compensation for the property; and

WHEREAS, the City Council initiated the petition (Clerk File 3048130) for the vacation of this property, being portions of Broad Street, 8th Avenue North, 9th Avenue North, and the connecting ramp between Broad & Mercer, as therein described and herein amended per Council condition number 2; and

WHEREAS, following a public hearing on said petition, which commenced on September 7, 2001, said petition was granted; NOW,

THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That those portions of Broad Street and 8th Avenue North (being portions of Lots 1, 2, 3, and 6, Block 1, and Lots 1, 2 and 6, Block 2, Eden Addition to the City of Seattle, according to the Plat thereof recorded in Volume 1 of Plats, page 61-A, records of King County, Washington, and portions of Lots 1 and 2, Block 79, Lake Union Sheremada, filed in the Office of the Commissioner of Public Lands at Olympia, Washington, July 1, 1907), acquired for street purposes pursuant to City of Seattle Ordinance 84454, 88300, and 89781 and portions of 8th Avenue North as platted in said Eden Addition, lying north of the north margin of Mercer Street and lying between the following described Lines 'A' and 'B':

Line 'A':

Beginning at a point on the south line of Lot 6, Block 2, said Eden Addition, which line 11.48 feet west of the southeast corner thereof (said south line being also the north margin of Mercer Street);

Thence northeasterly to a point on the east line of said Lot 6 which line 7 feet north of said southeast corner;

Thence northeasterly to a point on the east line of Lot 2, Block 2 which line 85 feet north of the southeast corner of Lot 1, said Block 2, said east line being also the west margin of that portion of 8th Avenue North vacated by City of Seattle Ordinance 88853;

Thence northeasterly to a point on the west line of Lot 6, Block 1, said plat which line 123.87 feet north of the southwest corner of Lot 8, said Block 1 (said west line being also the east margin of said vacated 8th Avenue North);

Thence northeasterly a distance of 49.20 feet to a point on a line parallel with and 58.17 feet south of the north line of said Block 1 (being also the south margin of Roy Street);

Thence easterly along said parallel line to a point on a line which line 32 feet west of the east line of the west half of said Lot 6, as measured perpendicular thereto;

Thence southerly along said last described line 132 feet east of and parallel with the east line of the west half of Lot 6; 21.83 feet to the south line of Lot 6;

Thence easterly along the south line of Lots 6 and 9, said Block 1, to a point which line 33 feet east of the west line of Lots 1, 2 and 3, said Block 1;

Thence southerly along a line, parallel with and 33 feet from, as measured perpendicular to, said west line line a distance of 197.10 feet;

Thence southwesterly to the southwest corner of said Lot 1, Block 1 (lying also on the north margin of Mercer Street) and the terminus of Line 'A';

Line 'B':

Beginning at a point on the south line of Lot 6, Block 2, said Eden Addition, which line 79.64 feet east of the southwest corner thereof (said southwest corner being also the intersection of the easterly margin of Dexter Avenue North and the northerly margin of Mercer Street);

Thence north 30° 15' 18" east, a distance of 38.92 feet;

Thence north 58° 58' 02" east, a distance of 8.05 feet;

Thence north 29° 13' 51" west, a distance of 7.51 feet to the beginning of a non-tangent curve to the right, having a radius of 1,358.00 feet, and having a radial bearing of north 27° 05' 07" west to said beginning of curve;

Thence along said curve, through a central angle of 07° 05' 26", an arc distance of 165.83 feet to the beginning of another non-tangent curve to the right having a radius of 958.22 feet, and having a radial bearing of north 20° 30' 43" west to said beginning of curve;

Thence along said curve, through a central angle of 08° 10' 37", an arc distance of 102.04 feet to the beginning of another non-tangent curve to the right having a radius of 601.24 feet, and having a radial bearing of north 13° 21' 38" west to said beginning of curve;

Passed by the City Council the 22nd day of July, 2002, and signed by me in open session in authentication of its passage this 22nd day of July, 2002.

PETER STEINBRUECK,

President of the City Council

Approved by me this 31st day of July, 2002.

GREGORY J. NICKELS,

Mayor.

Filed by me this 31st day of July, 2002.

(Seal) JUDITH E. PIPPIN,

City Clerk.

Attachment A -- Declaration of Easement & Restrictive Covenant

Attachment B -- Utility Easement

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, August 5, 2002.

89(148344)

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